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Feb 10-65 554852 C 035712 -LS B PD
MORTGAGE RECORDS TEXAS STANDARD FORM

4.55

176-DEED OF TRUST

The State of Texas,

County of **HARRIS**

Vol. 5071 PAGE 549

Know All Men by These Presents:

024-39-0942

That the undersigned, **WAH CHANG SMELTING & REFINING COMPANY OF AMERICA, INC.**, a corporation organized and existing under the laws of the State of New York, acting herein by and through its duly authorized officers,

of **New York** County, ~~Texas~~ hereinafter styled parties of the first part, (and considered in the plural sense whether one or more) in consideration of the sum of One Dollar, in hand paid to the parties of the first part, by **H. M. DANSBY,** Trustee, party of the second part, of **Galveston** County, Texas, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained, Sold, Alienated, Conveyed and Confirmed, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm, unto the said party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described property, lying and situated in the County of **Harris** in the State of Texas, to-wit:

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All that certain tract or parcel of land containing 108.4286 acres, more or less, out of the Richard & Robert Vince League, Abst. 76, in Harris County, Texas, as described by deed dated March 28, 1949, recorded in Vol. 4458, Page 281, Deed Records of Harris County, Texas, from J. H. Hirst, as Trustee, to Wah Chang Smelting & Refining Company of America, Inc., **SAVE AND EXCEPT** that certain 0.2249 acre tract conveyed to Harris County Houston Ship Channel Navigation District by deed dated December 14, 1960, recorded in Vol. 4239, Page 56, Deed Records of Harris County, Texas,

FILED FOR RECORD
9:00 A. M.

FEB 10 1965

Robert J. ...
County Clerk, Harris County, Texas

9548501



together with all improvements thereon, or hereafter to be placed thereon, and all and singular the rights and appurtenances to the same belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto the said party of the second part, and to his successors and his and their assigns forever, hereby covenanting and agreeing to Forever Warrant and Defend the premises aforesaid, and every part thereof, unto the said Trustee and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same or any part thereof for and upon the following trusts, terms and conditions, to-wit:

That, Whereas, the said parties of the first part are justly indebted to

TEXAS CITY NATIONAL BANK 024-39-0943 *lee*

party of the third part herein, as evidenced by one certain promissory note executed by the said parties of the first part and payable to the order of the said party of the third part, and being further described as follows, to-wit: *

Of even date herewith, in the principal sum of \$200,000.00, payable at Texas City, Texas, principal being payable in five annual installments of \$40,000.00 each, the first of such installments to mature and become payable on the 13th day of February, 1966, and succeeding installments to mature and become payable on the same day of each and every calendar year thereafter to and including 1970; said note bearing interest at the rate of 5-3/4% per annum from date until paid; interest being payable semi-annually, as it accrues, in addition to the above-mentioned principal installments, the first of such interest payments to become due and payable on the 30th day of June, 1965, and succeeding interest payments to become due and payable on the same day of each and every sixth month thereafter until said note, together with all interest thereon, has been fully and finally paid; said note carrying the usual provisions for acceleration of maturity and attorneys' fees, and a prepayment privilege.

Now, should the said parties of the first part make prompt payment of said indebtedness, and shall pay, or cause to be paid, all other indebtedness secured by this conveyance, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or effect, and shall be released at the cost and expense of said parties of the first part. But should the said parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said parties of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said parties of the first part, then, in any such case, the whole amount of said indebtedness remaining shall, at the option of the holder of said indebtedness, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the holder of said indebtedness thereof (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the sale of all of the above conveyed and described property, or any part thereof (the privilege of selling in whole or in part being hereby granted) for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at three public places in the County in which said real estate is situated, one of which shall be at the Court House Door of such County, to sell the same, in accordance with such advertisement, at public auction, in front of the Court House of the County in which said property is situated, on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M. to the highest bidder for cash, selling all property above conveyed as an entirety or in parcels as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein and their heirs and assigns; and, out of the money arising from such sale, the Trustee acting shall pay: First, all the expenses of advertising sale and conveyance, including a commission of five per cent to himself, and then to the holder of said indebtedness, the full amount of principal and interest due and unpaid on said indebtedness, as hereinbefore set forth, and all taxes, assessments, insurance premiums or other advancements made, as provided for herein, with interest thereon, rendering the balance of the purchase money, if any, to the said parties of the first part, their heirs or assigns; and said sale shall forever be a perpetual bar against the said parties of the first part, their heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. The holder of said indebtedness shall have equal rights to become the purchaser at such sale, being the highest bidder.

In case of absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act.

It is agreed and stipulated that the parties of the first part herein shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and to pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State, or Municipal authority, and shall keep said property fully insured in some company or companies approved by the holder of said indebtedness, to whom the loss, if any, shall be payable; and by whom the policies shall be kept. And in case of default made by the parties of the first part in performance of any of the foregoing stipulations, the same may be performed by the holder of said indebtedness, for account and at the expense of the parties of the first part, and any and all expenses incurred and paid in so doing shall be payable by the parties of the first part to the party of the third part with interest at the rate of ten per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of the holder of said indebtedness, or the holder's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall in no wise be considered or constitute a waiver of the right of the holder of said indebtedness to declare same, and all other indebtedness hereunder to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to said party of the second part forms no part of any property by them owned, used, occupied or claimed as their homestead or as exempt from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws.

It is further agreed that in the event of a conflict between any of the provisions contained in the above-described promissory note and this deed of trust, the provisions of said note shall control.

The holder of the indebtedness secured hereby is expressly subrogated to any and all liens paid with the proceeds of this mortgage.

The indebtedness described herein and secured hereby represents the renewal and extension of that certain promissory note in the principal sum of \$200,000.00, dated February 10, 1964, executed by the undersigned in favor of Texas City National Bank, being the same note described in and secured by that certain deed of trust of even date therewith from the undersigned to H. M. Dansby, Trustee, of record in Vol. 4698, Page 333, of the Mortgage Records of Harris County, Texas, and the owner hereof is subrogated to all the rights, powers and equities of the original owner and holder of said note, and this deed of trust is given in renewal and extension of the liens of said deed of trust, dated February 10, 1964, executed by the undersigned to H. M. Dansby, Trustee for the benefit of Texas City National Bank, recorded in Vol. 4698, Page 333, Mortgage Records of Harris County, Texas, and said deed of trust is incorporated herein in its entirety as a part of this deed of trust.

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024-39-0944

30

WITNESS THE EXECUTION HEREOF

WITNESS

XXX

/ this

5th day of

February

MORTGAGE RECORDS

VOL 5071

PAGE 552

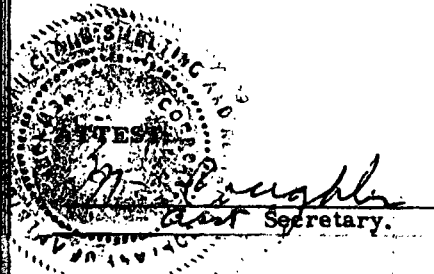
1965

024-35-0945

WAH CHANG SMELTING & REFINING
COMPANY OF AMERICA, INC.

By

[Signature]



THE STATE OF NEW YORK

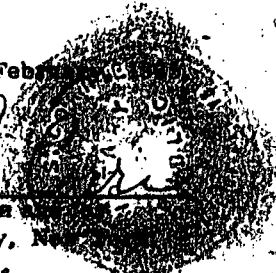
COUNTY OF NEW YORK

Before me, the undersigned authority, on this day personally appeared W. T. Lynn, Treasurer of WAH CHANG SMELTING & REFINING COMPANY OF AMERICA, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity as therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 5th day of February, 1965

FLORA S. CORRIE
Notary Public, State of New York
No. 41-0768300 Queens County
Certificate filed in New York County
Term Expires March 30, 1965

[Signature]
Notary Public in and for
New York County, New York



PLEASE PRINT FULL NAME OF OFFICE HERE

NOTARY PUBLIC
I, the undersigned, being a Notary Public in and for the State of Texas, do hereby certify that the foregoing instrument, being a mortgage, was duly executed by the person or persons whose names are subscribed to the foregoing instrument, and that the same is a true and correct copy of the original as the same appears from the records of the County Court of said County, Texas, and that the same is a true and correct copy of the original as the same appears from the records of the County Court of said County, Texas, and that the same is a true and correct copy of the original as the same appears from the records of the County Court of said County, Texas.

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ A. D. 19____

(L. S.)

Notary Public in and for _____

County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ A. D. 19____

(L. S.)

Notary Public in and for _____

County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____, wife of the said _____, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ A. D. 19____

(L. S.)

Notary Public in and for _____

County, Texas

THE STATE OF TEXAS,

COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the _____ day of _____, A. D. 19____ at _____ o'clock _____ M., and was duly recorded by me on the _____ day of _____, A. D. 19____ in Vol. _____, page _____, of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in _____ the day and year last above written.

(L. S.)

County Clerk

County, Texas

By _____, Deputy.

MORTGAGE RECORDS

024-39-0946

Deed of Trust

Wah Chang Smelting & Refining

Company of America, Inc.

TO

H. M. DANSEY, Trustee

For Benefit of Texas City National Bank

FILED FOR RECORD

This day of A. D. 19

at o'clock M.

County Clerk.

By Deputy.

RECORDED

A. D. 19

In County Records

of Deeds of Trust in Book on
page.

County Clerk.

By Deputy.

WHEN RECORDED RETURN TO

The Odess Company, Publishers, Dallas

Maugent and Silenstern
617-7th Avenue North
Texas City, Texas



Polunsky
COUNTY CLERK
HARRIS COUNTY, TEXAS

FEB 10 1965

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Harris County, Texas, as shown hereon by
me, on

024-39-0947

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